

REMARKS:

1. Summary of the Rejections in the Office Action of July 17, 2002

At paragraph 4, on page 2 of the Office Action, the Examiner objects to the specification as allegedly including a typographical error. At paragraph 6, on page 3 of the Office Action, the Examiner rejects claims 1-6 under 35 U.S.C. § 102(e), as allegedly being anticipated by U.S. Patent No. 6,253,204 to Glass *et al.* ("Glass"). Moreover, at paragraph 8, on page 3 of the Office Action, the Examiner rejects claims 7-21 under 35 U.S.C. § 103(a), as allegedly being obvious in view of Glass and U.S. Patent No. 6,061,697 to Nakao.

2. Objections to the Specification

At paragraph 4, on page 2 of the Office Action, the Examiner objects to the specification as allegedly including a typographical error. Specifically, the Examiner asserts that at page 5, line 28 of the above-titled patent application, as filed, there should be a space between the word "component" and the number "106."

The Applicant respectfully TRAVERSES the Examiner's objection and asserts the following remarks in response:

At page 5, lines 27 and 28, the above-titled patent application, as filed, recites: "The replaceable document type definition component is replaceable during execution of the network client." As such, page 5, line 28 of the above-titled patent application, as filed, does not include the number "106." Therefore, the Applicant respectfully requests that the Examiner withdraw the objection to the specification.

3. **35 U.S.C. § 102(e) Rejections**

At paragraph 6, on page 3 of the Office Action, the Examiner rejects claims 1-6 under 35 U.S.C. § 102(e), as allegedly being anticipated by Glass.

The Applicant respectfully TRAVERSES the Examiner's rejections and asserts the following remarks in response:

a. **Independent Claim 1**

In order for a reference to anticipate a claim, that reference must disclose, either expressly or inherently, each and every element of the invention, as set forth in the claim. MPEP 2131. The Applicant respectfully submits that the Examiner fails to satisfying his burden of establishing that Glass discloses a network client in which renderable content is associated with at least one particular grammar, a replaceable document type definition component is replaced **during execution of the network client based on the at least one particular grammar of the renderable content**, and the **replaceable type definition component permits the renderable content to be rendered**, as set forth in independent claim 1.

Specifically, the Applicant has amended independent claim 1 to recite, in part: "[a] network client, comprising: a scanner component accessing an input content stream representing at least a layout source document via a network connection to extract renderable content from said layout source document, **said renderable content being associated with at least one particular grammar**; . . . and a replaceable document type definition component configured to control said parsing component based on a particular layout document type definition corresponding to said at least one particular grammar to

transform said renderable content into well-formed objects to be processed by a content model based on said at least one particular grammar, **said replaceable document type definition component being replaceable during execution of said network client based on said at least one particular grammar, said replaceable document type definition component permitting said renderable content to be rendered.**” As such, in the Applicant’s independent claim 1, the renderable content is associated with a particular grammar, the replaceable document type definition component is replaced during execution of the network client based on the particular grammar of the renderable content, and the replaceable type definition component permits the renderable content to be rendered.

In contrast to the claimed invention of Applicant’s claim 1, the Glass reference merely describes a system and method for correcting broken hypertext links in the context of web sites. Such broken links often are displayed within a running browser application as “file not found” or 404 web errors or messages for available web content within the context of a web session. The Glass systems and methods utilize web spider or content crawling techniques to navigate to content that may be displayed within a browser to heal or fix a broken link. *See, e.g.,* Glass, Column 5, Lines 35-67; and Column 6, Lines 1-30. Generally speaking, Glass merely is concerned with providing traversable links to web documents when originally intended links unfortunately lead to “unavailable” online documents. *See, e.g., Id.* at Column 4, Lines 41-45. According to Glass, once a broken link is discovered, a report is sent to a hosting site and the link display is modified to indicate that it is broken. *See, e.g., Id.* at Column 5, Lines 16-20 and 36-62. Such modification comprises run-of-the-mill HTML coding and does not

incorporate content parsing, execution, and rendering techniques as claimed in the present invention. *See, e.g., Id.* at Lines 48-50.

At paragraph 6, on page 3 of the Office Action, the Examiner asserts that “Glass teaches the transformation or replacement of a broken link markup language with an attribute markup language representing the accessible status of the link, the fixed link code allowing the link to be displayed on the web page,” which the Examiner equates to the Applicant’s claimed replaceable document type definition component transforming renderable content into well-formed objects. The Applicant respectfully disagrees with the Examiner’s assertions.

For example, the Applicant’s independent claim 1 states that the “replaceable document type definition component permits said renderable content to be rendered.” However, in contrast to the Examiner’s above-described assertions, the “replacement of a broken link markup language with an attribute markup language representing the accessible status of the link, the fixed link code allowing the link to be displayed on the web page,” clearly does **not** correspond to the Applicant’s claimed “replaceable document type definition component” at least because **Glass does not in any way render the content (the HTML page) associated with the broken link**, and instead, Glass merely is concerned with link traversal.

Moreover, a document type definition is a term that readily is understood by those of ordinary skill in the art as meaning a definition that states what tags and attributes are used to describe content in a particular **type** of document, e.g., a HTML document, a XML document, a SGML document, or the like, where each tag is allowed, and which tags can appear within other tags. *See, e.g.,* Webopedia, Page 1, which may be

found at <http://www.webopedia.com/TERM/D/DTD.html>. However, the Applicant respectfully submits that in contrast to the Examiner's above-described assertions, the "replacement of a broken link markup language with an attribute markup language representing the accessible status of the link, the fixed link code allowing the link to be displayed on the web page," clearly does **not** result in any replacement of a document type definition, as set forth in the Applicant's independent claim 1. For example, in Glass, **both** the broken link and the modified link indicating that the link is broken are **associated with a HTML type of document**, and as such, **there is no need in Glass to replace any document type definition** when replacing the broken link markup language with the attribute markup language representing the accessible status of the link. In addition, Glass also does not disclose or suggest replacing a document type definition during execution of the network client (Glass does not replace any document type definitions). Therefore, the Applicant respectfully requests that the Examiner withdraw the anticipation rejection of independent claim 1, and allow the same to issue in a U.S. patent.

b. Dependent Claims 2-6

Claims 2-6 depend from allowable independent claim 1. Therefore, the Applicant respectfully requests that the Examiner withdraw the anticipation rejection of claims 2-6 and allow the same to issue in a U.S. patent.

4. **35 U.S.C. § 103(a) Rejections**

At paragraph 8, on page 3 of the Office Action, the Examiner rejects claims 7-21 under 35 U.S.C. § 103(a), as allegedly being obvious in view of Glass and Nakao.

The Applicant respectfully TRAVERSES the Examiner's rejections and asserts the following remarks in response:

In order for the Examiner to establish a prima facie case for obviousness, three (3) criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to those of ordinary skill in the art, to modify the primary reference as the Examiner proposes. Second, there must be a reasonable expectation of success in connection with the Examiner's proposed combination of the references. And third, the prior art references must disclose or suggest all of the claim limitations. MPEP 2143 (emphasis added.) The Applicant maintains that the Examiner fails to satisfy his burden of establishing a prima facie case for obviousness because the Examiner fails to show that the combination of Glass and Nakao discloses or suggests all of the claimed limitations of claims 7-21.

a. **Independent Claims 7 and 13**

The Applicant has amended independent claim 7 to recite: "A method for manifesting content received via a network client, comprising the following steps: accessing an input content stream via a network connection to receive renderable content from said input content stream, said input content stream representing at least a layout source document, **said renderable content being associated with at least one**

particular grammar and containing both malformed and well-formed expressions; **during execution of said network client, receiving a replaceable layout document type definition based on said at least one particular grammar**; parsing said renderable content based on said replaceable type definition to generate a well-formed content model; and **manifesting said content model** within a data processing environment.”

Similarly, the Applicant has amended independent claim 13 to recite, in part: “A method of using a personal computing system equipped with a network client, comprising the following steps: executing a network client to access a network server system to receive data therefrom, . . . **said renderable content being associated with at least one particular grammar**, . . . and a replaceable document type definition component configured to control said parsing component based on a particular document type definition corresponding to said at least one particular grammar, **said replaceable document type definition component being replaceable during execution of said network client based on said at least one particular grammar**; . . . **during execution of said network client, receiving said replaceable document type definition based on said at least one particular grammar**; . . . and **manifesting said content model** within said personal data processing system.”

In contrast to the claimed invention of the Applicant’s claims 7 and 13, the Glass reference merely describes a system and method for correcting broken hypertext links in the context of web sites. Such broken links often are displayed within a running browser application as “file not found” or 404 web errors or messages for available web content within the context of a web session. The Glass systems and methods utilize web spider or content crawling techniques to navigate to content that may be displayed within

a browser to heal or fix a broken link. *See, e.g.*, Glass, Column 5, Lines 35-67; and Column 6, Lines 1-30. Generally speaking, Glass merely is concerned with providing traversable links to web documents when originally intended links unfortunately lead to “unavailable” online documents. *See, e.g., Id.* at Column 4, Lines 41-45. According to Glass, once a broken link is discovered, a report is sent to a hosting site and the link display is modified to indicate that it is broken. *See, e.g., Id.* at Column 5, Lines 16-20 and 36-62. Such modification comprises run-of-the-mill HTML coding and does not incorporate content parsing, execution, and rendering techniques as claimed in the present invention. *See, e.g., Id.* at Lines 48-50.

For at least the reasons set forth above with respect to independent claim 1, the Applicant respectfully submits that Glass does not in any way render the content (the HTML page) associated with the broken link, and instead, Glass merely is concerned with link traversal. As such, Glass does not disclose or suggest “manifesting said content model within said personal data processing system,” as set forth in independent claims 7 and 13.

Moreover, as set forth above, a document type definition is a term that readily is understood by those of ordinary skill in the art as meaning a definition that states what tags and attributes are used to describe content in a particular **type** of document, e.g., a HTML document, a XML document, a SGML document, or the like, where each tag is allowed, and which tags can appear within other tags. *See, e.g.*, Webopedia, Page 1, which may be found at <http://www.webopedia.com/TERM/D/DTD.html>. However, for at least the reasons set forth above with respect to independent claim 1, the method described in Glass clearly

does **not** result in any replacement of a document type definition, as set forth in the Applicant's independent claims 7 and 13. For example, in Glass, **both** the broken link and the modified link indicating that the link is broken are associated with a HTML type of document, and as such, there is no need in Glass to replace any document type definition when replacing the broken link markup language with the attribute markup language representing the accessible status of the link. In addition, Glass also does not disclose or suggest replacing a document type definition during execution of the network client. Moreover, the Examiner does not assert that Nakao or any other reference discloses or suggests these limitations that are missing from Glass. Therefore, the Applicant respectfully requests that the Examiner withdraw the obviousness rejection of independent claims 7 and 13, and allow the same to issue in a U.S. patent.

b. Dependent Claims 8-20

Claims 8-12 and 13-20 depend from allowable independent claims 7 and 13, respectively. Therefore, the Applicant respectfully requests that the Examiner withdraw the obviousness rejection of claims 8-12 and 13-20 and allow the same to issue in a U.S. patent.

c. Dependent Claim 21

The Applicant has canceled claim 21, without prejudice to the subject matter claimed thereby. Therefore, the obviousness rejection of claim 21 is rendered moot.

5. **New Independent Claims 23-25**

The Applicant has added new independent claims 23-25. New independent claims 23-25 recite that the at least one particular grammar associated with the renderable content is unknown to the network client prior to runtime of the network client. The Applicant respectfully submits that neither Glass, Nakao, nor any other cited reference discloses or suggests these features of independent claims 23-25. Therefore, the Applicant respectfully requests that the Examiner also independent claims 23-25 to issue in a U.S. patent.

CONCLUSION:

The Applicant respectfully submits that the above-titled patent application is in condition for allowance, and such action is earnestly requested. If the Examiner believes that an in-person or telephonic interview with the Applicant's representatives will in any way expedite the examination of the above-titled patent application, the Examiner is invited to contact the undersigned attorney of record. The Applicant respectfully requests that the U.S. Patent and Trademark Office charge all fees in the above-titled patent application to the undersigned's Deposit Account No. 01-2300.

Respectfully submitted,

Arent Fox PLLC

By: 

Timothy J. Churna
Registration No. 48,340
FOR: Erik B. Cherdak
Registration No. 39,936

Date: 1/24/05

Arent Fox PLLC
1050 Connecticut Ave., N.W.
Suite 400
Washington, D.C. 20036-5339
Telephone No. (202) 857-8933
Facsimile No. (202) 857-6395

EBC/TJC:sg